



Tim Szczesuil <tim.szczesuil@discon3.org>

Site Selection Filing Deadline for 2023 Worldcon bids

Gray Anderson <gray.anderson@gmail.com>

Fri, Feb 19, 2021 at 2:04 PM

To: Marguerite Smith <marguerite.smith@discon3.org>

Cc: Kate Secor <aiglet@gmail.com>, "Site Selection (2023 Bids)" <siteselection@discon3.org>, Patrick Thompson <law@patrickjthompson.com>, Mike Willmoth <mwillmoth@gmail.com>, Mike Willmoth <mwillmoth@compuserve.com>

Marguerite,

Please consider this email a formal announcement of Vacons' intent to bid for the 2023 Worldcon as Memphis in 2023.

Attached you will find the latest version of the Convention Center Contract as well as our Bylaws.

-Cliff Dunn and Kate Secor

[Quoted text hidden]

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Hic ego sum quia non est hodie cras non

2 attachments



Vacons Bylaws.doc

31K



The World Science Fiction Convention_2308004_License Agreement.3.pdf

3082K

Bylaws

Bylaws Of Vacons

Effective February 19, 2021

ARTICLE 1 PURPOSES AND LIMITS.

- **1.1 Purposes.** The purposes of Vacons (the “Corporation”) are:
 - 1.1.1 To promote knowledge of and interest in the science fiction and fantasy genre in all its forms, including (but not limited to) literature, theater, film, television and art.
 - 1.1.2 To sponsor and promote the 2023 World Science Fiction Convention (hereinafter “Worldcon”) to increase interest in and awareness of science fiction and fantasy.
 - 1.1.3 To engage in other activities of a charitable, educational or literary nature, as permitted by section 501(c)(3) of the Internal Revenue Code of the United States of America.
- **1.2 Limits.** The Corporation shall be limited to doing only those acts permitted by its Articles of Incorporation (the “Charter”) and by the relevant laws of the State of Florida, and by section 501(c)(3) of the Internal Revenue Code.

ARTICLE 2 MEMBERSHIP AND DUES.

- **2.1 Membership.** Membership shall consist of all owners of stock in Vacons. The initial 1,000 shares of stock shall be divided as follows:
 - 500 shares to William Dunn
 - 500 shares to Kathleen Secor
- 2.1.1 No person shall be denied Membership in this Corporation or participation in any of its activities because of race, sex, religion, age, disability, or national origin.
- 2.1.2 Each Member shall provide to the Officers a current mailing address, email address, and primary telephone number. Members are encouraged to provide other convenient means of contacting them, such as fax number, alternative e-mail address, or alternative telephone number.

ARTICLE 3: MEETINGS

- 4.1 Meetings may be proposed by any member of the Board and shall be set by a majority of the Board of Directors at a time not less than ten days after the proposal of the meeting.

ARTICLE 4: OFFICERS AND BOARD

- **4.1** The officers of Vacons shall be elected by the shareholders once every three years commencing with February 1, 2021. A list of shareholders eligible to vote will be kept in the corporate records of Vacons. The shareholders shall be able to add new officers or directors as needed by majority vote upon motion from any shareholder.
- **4.1.1** The initial shareholders consisting of William Dunn and Kathleen Secor are deemed to each have a 50% interest in the stock ownership at the time of the adoption of these bylaws.
- **4.1.2 Replacement** In the event of incapacity, resignation, or other inability to serve as shareholder, a new replacement shareholder may be awarded a share of stock not to exceed 50% in any one particular instance by a 2/3 vote of the Board of Directors.
- **4.2** The Board shall consist of the Division Heads of the Worldcon plus the Officers.
- **4.2.1** The Board shall be empowered, by a 2/3 majority, to fill a vacancy in the position of Convention Chair.
- **4.2.2** The Board may meet either in-person or electronically in an appropriate forum.
- **4.2.3** A quorum shall consist of a majority of the members of the Board.
- **4.2.4** The initial Board shall consist of two Directors, namely William Dunn and Kathleen Secor.

ARTICLE 5: INDEMNIFICATION

- **5.1** The officers shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the corporation that they are duly authorized to make; and the corporation shall indemnify and forever hold each such officer or committee member free and harmless against any and all liability to others on account of any such contract or commitment.
- **5.2** Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer of the Corporation, or former officer or committee member of the Corporation, may be entitled.

- **5.3** The officers shall be liable to the Corporation for any negligence, willful misconduct, or actions committed in bad faith, but shall not be liable for mistakes of judgment if made in good faith.
- **5.4** The Board is authorized to obtain in its discretion liability insurance for officers.

ARTICLE 6: FINANCE

•**6.1 Fiscal Year.** The fiscal year of the Corporation shall begin January 1st and end December 31st.

•**6.2 Checks.** All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation, and in such manner as shall be determined from time to time by resolution of the Board.

•**6.3 Annual Report.** A summary of the financial operation of the Corporation describing major activities, officers and employees of the Corporation, which has been verified by the Corporation's Audit Committee, shall be on file at the principal offices of the Corporation. The Executive Board shall direct when and by whom the Annual Report shall be prepared.

•**6.4 Accounting Practices.** The Corporation shall utilize generally accepted accounting principles and practices in managing its finances.

ARTICLE 7: MISCELLANEOUS

• **7.1 Amendments.** These Bylaws may be amended at a regular or special meeting of the Board by a 2/3 vote of all the Board members. Amendments to these Bylaws shall be ratified by a majority vote of the Active Members attending the meeting of the Corporation for which the Board has announced the vote on the proposed amendments.

•**7.2 Conflict.** These Bylaws are subordinate and subject to all provisions of the Charter and to the provisions of the Act. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as in the Charter or the Act. In the event of any conflict between these Bylaws and the Charter, the provision of the Charter shall control; in the event of any conflict between the Bylaws and the applicable Sections of the Act, the provisions of the Act control.

•**7.3 Severability.** In the event any provision or provisions of these Bylaws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

- 7.4 Waiver.** No restriction, condition, obligation or provisions of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.
- 7.5 Captions.** The captions contained in these Bylaws are for convenience and ease of use only, are not part of these Bylaws, and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.
- 7.6 Gender, Etc.** Whenever in these Bylaws the context so required, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.
- 7.7 Service Mark Acknowledgements.** The terms “Worldcon” and “World Science Fiction Convention” are service marks of The World Science Fiction Society.



LICENSE AGREEMENT

Agreement #: **2308004**

This License Agreement (hereinafter called the "AGREEMENT") is made and entered into in Memphis, Tennessee, this February 23, 2021 by and between Memphis Management Group, LLC ("MMG") (hereinafter called the "LICENSOR") and **VA Corp, (T) 510-520-6380**, (hereinafter called the "LICENSEE").

WITNESSETH THAT, in consideration of the mutual covenants and agreements herein contained and of the faithful performance by LICENSEE of all such covenants and agreements, LICENSOR does hereby demise and license unto LICENSEE and LICENSEE does hereby rent and take as LICENSEE the demised PREMISES, (hereinafter called the "PREMISES")

LOCATION	START DATE	START TIME	END DATE	END TIME
East Hall	8/21/2023	8:00 AM	8/28/2023	11:59 PM
Ballroom A/B	8/21/2023	8:00 AM	8/28/2023	11:59 PM
Memphis Board Room	8/21/2023	8:00 AM	8/28/2023	11:59 PM
Northwest	8/21/2023	8:00 AM	8/28/2023	11:59 PM
Southwest	8/21/2023	8:00 AM	8/28/2023	11:59 PM
Lower Boardroom	8/21/2023	8:00 AM	8/28/2023	11:59 PM
Ballroom C	8/23/2023	8:00 AM	8/27/2023	11:59 PM
Ballroom D	8/23/2023	8:00 AM	8/27/2023	11:59 PM
Ballroom E	8/23/2023	8:00 AM	8/27/2023	11:59 PM
201	8/23/2023	8:00 AM	8/27/2023	11:59 PM
202	8/23/2023	8:00 AM	8/27/2023	11:59 PM
203	8/23/2023	8:00 AM	8/27/2023	11:59 PM
204	8/23/2023	8:00 AM	8/27/2023	11:59 PM
205	8/23/2023	8:00 AM	8/27/2023	11:59 PM
Lower Level 1	8/23/2023	8:00 AM	8/27/2023	11:59 PM
Lower Level 2	8/23/2023	8:00 AM	8/27/2023	11:59 PM
Lower Level 3	8/23/2023	8:00 AM	8/27/2023	11:59 PM
Lower Level 4	8/23/2023	8:00 AM	8/27/2023	11:59 PM
Lower Level 5	8/23/2023	8:00 AM	8/27/2023	11:59 PM
Lower Level 6	8/23/2023	8:00 AM	8/27/2023	11:59 PM
Lower Level 7	8/23/2023	8:00 AM	8/27/2023	11:59 PM

«Sales_Person_Last_Name»

Lower Level 8	8/23/2023	8:00 AM	8/27/2023	11:59 PM
Lower Level 9	8/23/2023	8:00 AM	8/27/2023	11:59 PM
Lower Level 10	8/23/2023	8:00 AM	8/27/2023	11:59 PM

for the purpose of the **The World Science Fiction Convention on 8/23/2023 - 8/28/2023. ALL DATES ARE TENTATIVE UNTIL THE AGREEMENT IS SIGNED AND DEPOSIT IS RECEIVED.**

LICENSOR hereby agrees:

To permit LICENSEE, upon the faithful performance of the terms and covenants of this AGREEMENT, to peaceably and quietly have, hold and enjoy the use of said PREMISES for the purpose and for the term aforesaid.

To furnish such services, equipment, materials, personnel, etc., as set out below:

Gross Rental	\$174,403.50
Less Discounts	\$-87,630.00
Base Rental	\$86,773.50
Estimated Sales Tax*	\$8,460.42
TOTAL RENT	\$95,233.92

*Rental rates are subject to state and local sales tax, currently 9.25%.

Deposit Schedule	Deposit Due Date	Amount*
Initial Deposit	01/31/2022	\$23,808.48
Deposit #2	11/24/2022	\$47,616.96
Deposit #3	08/07/2023	\$23,800.48

Any/all ancillary fees are due within ten (10) days of receipt of invoice

* Deposit total may include estimated ancillary expenses.

LICENSEE AGREES to pay to LICENSOR at its office in the Convention Center for the use of said PREMISES and facilities, in lawful money of the United States of America the deposits as set out above.

LICENSEE HEREBY COVENANTS AND AGREES THAT IT WILL COMPLY WITH ALL CONDITIONS AND REQUIREMENTS STATED ABOVE AND BELOW IN THIS AGREEMENT AND IN THE RENASANT CONVENTION CENTER LICENSE AGREEMENT COVENANTS AND CONDITIONS (hereinafter called the "COVENANTS AND CONDITIONS") ATTACHED HERETO AND INCORPORATED HEREIN:

Room Set-up: In meeting rooms, exhibition halls, and lobby areas, full base rent includes: one-time set-up, lights, heating/air conditioning, one (1) electrical outlet, one (1) podium, one (1) wired microphone connected to facility house sound system, directional signage to the licensed space, and a 4ft.x 8ft. riser (stage section). Any additional audiovisual equipment will be charged at the prevailing rate. An estimate of total event charges will be provided upon completion of event advance.

Meeting Room Assignment: Three (3) months prior to the first move-in day of the event, LICENSOR requests a final program of events in order to finalize specific daily requirements. Nothing in this program will be construed to waive or alter the PREMISES set forth in this AGREEMENT. Should LICENSEE desire additional meeting space beyond that specified above, LICENSEE will notify LICENSOR as soon as possible in order to attempt to secure such additional space for LICENSEE's use. Additional space will be added to the AGREEMENT via an addendum. LICENSOR reserves the right to make substitutions in meeting room assignments up to three (3) months prior to the first move-in day of the event. Diagrams and identification of the LICENSOR's meeting space to be used for LICENSEE's event may not be disseminated by the group without the LICENSOR's prior approval.

Special Concessions: LICENSOR is pleased to offer LICNESEE the following special concessions in consideration of the terms and conditions of this AGREEMENT being executed as presented:

- Flat rate of \$10/per vehicle/ entry parking rate.
- Ten (10) Complimentary parking passes
- 10% off Audio/Visual Services if LICENSOR's in-house preferred provider is used.

Move-in and Move-out: In Exhibit Halls only, utilities are maintained at reduced power, with no heating or air conditioning, during this time period. Utilization of full power will constitute half of the daily rate charge in addition to base rent. Approval of all floor plans is mandatory and must be in the Convention Center Administrative Offices no later than 15 days prior to the event. Failure to comply will constitute additional labor charges.

Security: LICENSOR has the right to require security for any event. Security will be provided by LICENSOR at the prevailing rate per hour per guard with a 4-hour minimum. Any other arrangements for security must have LICENSOR's approval no less than 15 days prior to occupancy. Once security arrangements have been made, any changes/cancellations to the arrangements by LICNESEE must be communicated to LICENSOR in writing no later than 72 hours prior to the event start date; changes made less than 72 hours prior to the event start date are subject to cancellation fees.

Emergency Medical Technician: An EMT is required for all events with an estimated attendance of 600 or above. EMT will be provided by the LICENSOR. LICNESEE will be charged for the EMT at the prevailing rate per hour with a 4-hour minimum.

Housekeeping Services: LICNESEE will be charged for the Housekeeping Services in the Cannon Center, Exhibit Halls and for excessive trash cleanup or removal at the prevailing rate per hour with a 4-hour minimum. Housekeeping Staffing will be provided by the LICENSOR.

Food and Beverage: No food and beverage products may be brought into the facility. All food and beverage arrangements must be negotiated with the Sheraton Memphis Downtown, the exclusive in-house food and beverage service provider for the Renasant Convention Center. ***Exhibitors may serve food and beverage samples that do not exceed 2 ounces each.***

Certificates of Insurance and Tax Exemption: Certificate of Insurance (described in Paragraph 2 of the **CONVENANTS AND CONDITIONS**) and Certificate of Tax Exemption must be filed with the signed AGREEMENT no later than one month prior to move-in. A Certificate of Insurance is due for this event, as well as a completed Credit Application. Failure to comply will result in LICENSOR ordering the appropriate insurance with charges for same plus an appropriate service charge being charged to LICNESEE. Failure to submit Tax Exempt Certificate (if applicable) will cause LICNESEE to be charged for applicable state and local taxes. Certificate of Insurance should be mailed to: Attn: Sales and Marketing Department, Renasant Convention Center, 255 North Main Street, Memphis, TN 38103-1623.

Additional Equipment and Services: All additional rentals and services which are ordered and to be charged to LICNESEE should be prearranged and attached in writing to the AGREEMENT as part of the terms of the AGREEMENT. It is mutually agreed that any further items ordered with authorization of the LICNESEE not heretofore stated shall be the concern and financial responsibility of the LICNESEE. **See Exhibit A (Rate Schedule) for possible ancillary expenses.**

Audio Visual: Prestige AV & Creative Services (Prestige) is the preferred and in-house audio-visual company at the facility. A Prestige AV & Creative Services representative is required on all events which patch into, access or utilize the in-house audio/visual system of the facility. A patch fee and labor charge

will apply when using outside audiovisual services. Provided LICENSEE engages the facility's preferred and in-house audiovisual company, currently Prestige AV & Creative Services, for its audio/visual requirements, all such patch fees will be waived.

Rigging for Sound and Light: Rigging for all events in the facility is provided exclusively by the facility's preferred and in-house audiovisual company, currently Prestige AV & Creative Services, at LICENSEE's expense.

Electrical Services: The LICENSOR reserves the right to require a public safety standby house electrician if the LICENSOR determines that the needs of the event warrant such action. Standby services will be provided at LICENSEE's expense.

Deposits and Payments: All payments should be made by CHECK or CASH. LICENSOR has the right to require a cashier's or certified check. Deposits with the signed AGREEMENT are due and payable as stated by date in the AGREEMENT. Checks are payable to: Renasant Convention Center. The AGREEMENT number must appear on the check. Send AGREEMENT and deposit to: Attn: Sales and Marketing Department, Renasant Convention Center, 255 North Main Street, Memphis, TN 38103-1623. **LICENSOR reserves the right to require a valid credit card upon signing of contract to be charged for any additional moneys due, see Exhibit B (Credit Card Authorization).**

Moneys Due: The LICENSEE agrees to pay to LICENSOR on demand any sum which may be due to LICENSOR for additional services, accommodations or materials, furnished or loaned by LICENSOR.

Resolution of Dispute: The LICENSEE agrees to pay LICENSOR's reasonable attorney's and collection fees on any part of said rental or service charge required to be collected by LICENSOR by suit, by attorney, or by agency after same is past due. Any litigation arising out of this AGREEMENT will take place only in Shelby County, TN.

Insurance Requirements: A Certificate of Insurance is due in the Convention Center's Administrative Offices by **July 21, 2023. (Please see Item 2, paragraph 2 under the COVENANTS AND CONDITIONS).** **Insurance will be ordered if certificate is not received within 2 weeks prior to move-in date and LICENSEE will be invoiced (at the current market rates, see Exhibit A for possible fees).**


LICENSEE FURTHER AGREES All covenants and conditions of this AGREEMENT shall be applicable during post-midnight hours. If this AGREEMENT is not carried out, LICENSEE shall pay the amount indicated in Section 12, CANCELLATION BY LICENSEE, in the COVENANT AND CONDITIONS, as liquidated damages.

This signed AGREEMENT is due no later than September 30, 2021, if the site selection vote occurs in late August 2021 at Worldcon 2021. If the site selection vote occurs in middle December 2021 at Worldcon 2021 (should they move due to the pandemic), then this signed AGREEMENT is due no later than January 31, 2022.

Should LICENSEE fail to return the AGREEMENT and Initial Deposit to LICENSOR by the date indicated, the PRIMISES secured under this agreement may be released and reserved by another party.

IN WITNESS WHEREOF, the parties hereto by themselves or their lawfully authorized officers or agents have executed this AGREEMENT on the date first written above.

E-Signed: 02/25/2021 01:51 PM CST <i>William Dunn 02/25</i> 21	TE
gray.anderson@gmail.com IP: 24.75.156.194	Sertifi Electronic Signature
<i>Dean Dennis</i>	DocID: 20210225134408638
ddennis@memphisrcc.com IP: 12.151.193.30	Sertifi Electronic Signature
	TE
	DocID: 20210225134408638

	LICENSEE WITNESS	DATE
E-Signed: 02/25/2021 06:00 PM CST		
E-Signed: 02/25/2021 02:23 PM CST		
lenrow.adam@gmail.com IP: 174.227.3.58	Sertifi Electronic Signature	
nseltzer@memphisrcc.com IP: 12.151.193.30	Sertifi Electronic Signature	
	DocID: 20210225134408638	
	DocID: 20210225134408638	

THIS AGREEMENT IS NOT VALID UNTIL SIGNED BY LICENSEE AND LICENSOR AND FILED IN LICENSOR'S OFFICE



**RENASANT CONVENTON CENTER
LICENSE AGREEMENT COVENANTS AND CONDITIONS
Agreement #: 2308004**

The Covenants and Conditions set out herein are fully incorporated into that certain License Agreement between Memphis Management Group, LLC ("MMG") (hereinafter called the "LICENSOR") and **VA Corp, (T) 510-520-6380**, (hereinafter called the LICENSEE) as if set out therein.

1. LAWS AND REGULATIONS: LICENSEE will comply with all laws of the United States and the State of Tennessee, all ordinances of the City of Memphis, and all rules and requirements of the police and fire departments or other municipal authorities of the City of Memphis, all rules and regulations from time to time adopted or prescribed by LICENSOR for the government and management of the Center, and will obtain and pay for all necessary permits and licenses and will not do or suffer to be done anything on said premises during the term of this license in violation of any such laws, ordinances, rules or requirements, and if the attention of LICENSEE is called to any such violation on the part of the LICENSEE or of any person employed by or admitted to the said premises by LICENSEE, LICENSEE will immediately desist from and correct or cause to be corrected such violation.

That LICENSEE shall not use or permit the premises to be used for any improper, immoral or objectionable purpose, and the decision of LICENSOR in the matters shall be final.

2. INSURANCE: LICENSEE, commencing on the date of occupancy as herein provided for, and thereafter continually during the period of occupancy, shall maintain such insurance as will protect it from claims under Workmen's Compensation Acts and other Employee Benefit Acts; from claims for damages because of personal injury, including death, to its employees and all others; and from claims for damages to property, any and all of which may arise out of or result from the LICENSEE's operations under this license or occupancy of the demised Premises, whether such operations or occupancy are by LICENSEE or by any subcontractor or anyone directly or indirectly employed by either of them. This insurance shall be written for not less than the following limits of liability:

Comprehensive general liability insurance, on an occurrence form, in the amount of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, death, property damage, and personal injury. The policy must include coverage for premises operations, blanket contractual liability (to cover indemnification section), products completed operations and independent contractors. If the user's activities involve the sale of alcohol, then liquor liability insurance in the same amount is also required.

Automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence to provide coverage for any owned and non-owned vehicles used by the LICENSEE on the Facility premises, including loading and unloading hazards. Such policies shall be endorsed to provide that said insurance shall not be

canceled or materially changed during the term of the AGREEMENT and such insurance as is required by this AGREEMENT shall be endorsed to be primary of and not contributory to any valid and collectable insurance of LICENSOR.

All such policies shall name additionally insured: **RENASANT CONVENTON CENTER, CITY OF MEMPHIS, RENASANT CONVENTON CENTER COMMISSION, MEMPHIS TOURISM, MEMPHIS MANAGEMENT GROUP, LLC (MMG). SHERATON MEMPHIS DOWNTOWN may also be named.**

That LICENSEE shall not do or permit to be done anything in or upon any portion of the PREMISES to bring up or keep anything therein or thereupon which will in any way increase the premium of any insurance policy on the PREMISES or any part thereof, or in any way conflict with the regulations of the fire department or with any of the rules, regulations or ordinances of the City of Memphis or in any way obstruct or interfere with the rights of other tenants in the Center.

3. INDEMNIFICATION: The LICENSEE shall defend, indemnify and hold harmless the LICENSOR and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the operations of the LICENSEE and the LICENSEE's occupation of the PREMISES, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and (2) is caused or is claimed to have been caused, in whole or in part, by any act or omission of the LICENSEE, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, or (3) is caused or is claimed to have been caused, in whole or in part, by any product sold by the LICENSEE, its agents, employees or subcontractors regardless of whether or not such claim, damage, loss or expense is caused or is claimed to have been caused, in part by a party indemnified hereunder.

In any and all claims against the LICENSOR or any of its agents or employees by any employee of the LICENSEE, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the LICENSEE or any subcontractor under Workmen's Compensation Acts, Disability Benefit Acts, or other Employee Benefit Acts. The LICENSOR and the LICENSEE hereby waive all rights against each other for any loss caused by fire, extended coverage perils and vandalism covered by insurance.

4. PATENT AND COPYRIGHT: With respect to any Event at the Facility, LICENSEE shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction, display, or performance of proprietary or copyrighted materials and works of third parties (the "**Works**"), and to the protection of the intellectual property rights associated with such Works. The fees payable by LICENSEE under this AGREEMENT do not include royalty, copyright or other payments which may be payable on behalf of third party owners of such Works, and LICENSEE agrees hereby to make any and all such payments to third parties and/or clearinghouse agencies as may be necessary to lawfully perform, publish, display or reproduce any such Works. LICENSEE specifically agrees, undertakes, and assumes the responsibility to make any and all reports to such agencies and/or parties, including specifically by way of example only (and not by way of limitation) ASCAP, BMI, SAG, SESAC, Copyright Clearance Center, and other similar agencies. LICENSEE agrees hereby to obtain and maintain evidence of such reports and any necessary payments, including evidence of compliance with the requirements of this paragraph. LICENSEE further agrees hereby to provide to MMG any such compliance evidence as may be requested by MMG in advance of or after any such Event. LICENSEE agrees that the obtaining and maintaining of such evidence by LICENSEE is a material condition of this AGREEMENT. LICENSEE agrees to indemnify, defend, protect and hold harmless MMG and all other Indemnities (as that term is defined in this AGREEMENT) of and from any and all manner of Losses arising in any way from the use by LICENSEE of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing indemnity shall apply

Licensee Initials _____

Date _____

regardless of the means of publication, display, or performance by LICENSEE, and shall include specifically and without limitation the use of recordings, audio broadcasts, video broadcasts, Works on other magnetic media, sounds or images transmitted via the worldwide web, chat rooms, webcasts, or on-line service providers, satellite or cable, and all other publication, display or performance means whatsoever, whether now known or developed after the date of this AGREEMENT.

5. DEFACEMENT OF PROPERTY: LICENSEE shall not injure, mar, nor in any manner deface said PREMISES or any equipment contained therein, and shall not cause or permit anything to be done whereby the PREMISES or equipment therein shall be in any manner injured, marred or defaced; and will not drive or permit to be driven nails, hooks, tacks or screws into any part of the PREMISES or equipment contained therein and will not make or allow to be made any alterations of any kind to the PREMISES or equipment contained therein.

That if said PREMISES or any portion of the Center or any equipment contained therein during the term of this license shall be damaged by the act, default or negligence of LICENSEE, or of LICENSEE's agents, employees, patrons, guests, or any person admitted to said premises by LICENSEE, LICENSEE will pay to LICENSOR upon demand such sum as shall be necessary to restore said premises or equipment contained therein to their original condition. The LICENSEE hereby further assumes the full responsibility for all property entrusted to the care of the LICENSEE or on the licensed PREMISES during the term of this AGREEMENT which shall become damaged, lost, stolen or which shall have disappeared.

LICENSEE agrees that it has inspected the PREMISES and its equipment and that the same are in proper condition and are suitable for the uses contemplated.

6. VACATION OF PREMISES: LICENSEE shall quit and surrender the PREMISES and all equipment contained therein to LICENSOR at the end of the term provided for herein in the same condition as at the date of commencement of this license, ordinary wear and tear excepted. LICENSEE shall return said PREMISES in a broom-clean condition to include removal of tape, adhesive residue, banners, tags, confetti, glitter, balloons and marking from floors, walls and ceiling to include fixtures attached/installed thereto. Fees to remove tape, adhesive residue, banners, tags, balloons and markings from floor, walls and ceiling to include fixtures attached/installed thereto will range from \$500 - \$1500 based on the amount of cleaning required and must be paid by LICENSEE provided the PREMISES is not returned to it condition prior to move in.

The LICENSOR reserves the right to remove from the PREMISES or any portion of the Center all effects remaining after the time specified at the sole expense of LICENSEE and to store the same at the sole expense of the LICENSEE without any liability therefore on the part of the LICENSOR.

All property owned by LICENSEE or its agents, sub-contractors or employees which is kept, stored or maintained on the premises shall be so kept, stored or maintained at the risk of LICENSEE only and LICENSOR shall not be responsible for the loss of or damage to said property.

7. SIGNS AND POSTERS: The LICENSEE will not post or exhibit or allow to be posted or exhibited signs, advertisements, show-bills, lithographs, posters, cards of any description inside or in front or on any part of the Center except upon the designated locations provided by LICENSOR. Therefore, LICENSEE will use, post or exhibit only such signs, advertisements, show-bills, lithographs, posters or cards upon designated locations as are related to the LICENSEE's activity on the PREMISES and for such period of time as designated by the LICENSOR's Administration and that LICENSEE shall take down and remove forthwith all signs, advertisements, show-bills, lithographs, posters or cards of any description objected to by LICENSOR.

8. PARKING: Covered parking is available at the Renasant Convention Center at a daily rate of \$10.00 per entry. Prices are subject to change.

Licensee Initials _____

Date _____

9. PUBLIC SPACES, NON-EXCLUSIVE RIGHTS, ACCESS: LICENSOR has full control of the use of all hallways, stairways, connecting corridors, lobbies and all other public spaces hereto licensed or part of said AGREEMENT. The Convention Center, including the PREMISES and the keys thereof shall be at all times under the charge and control of LICENSOR.

LICENSEE understands and agrees that during term of this AGREEMENT LICENSOR may use or cause to be used for conventions, expositions or attractions any portion of the Convention Center not licensed to LICENSEE.

LICENSOR, its representatives, employees and concessionaires, shall at all times have free access to said PREMISES as deemed necessary to conduct respective assigned work tasks. LICENSEE will be assigned one (1) Event Manager to assist as liaison with PREMISES which is a part of this AGREEMENT.

If the PREMISES or any part thereof shall become vacant during the said term, the LICENSOR may re-enter the same whether by force or otherwise without being liable for any prosecution therefore, and may at its own option re-let the said PREMISES as the agent of LICENSEE and receive the rent therefore, applying the same, first: to payment of such expenses as may be incurred in re-entering and re-letting said premises together with any other amounts due LICENSOR under this AGREEMENT, and then to the payment of the rent due under this AGREEMENT; the surplus, if any, to be paid over to LICENSEE and LICENSEE covenants and agrees to pay LICENSOR on demand the balance, if any, of the rental resulting from such re-letting; but nothing herein contained shall be construed as imposing any obligation on LICENSOR to so re-let or attempt to re-let the PREMISES or in any way affect the obligation of LICENSEE to pay the full amount of said rental in case said PREMISES shall not be so re-let.

10. INTERRUPTION OR TERMINATION OF EVENT: With the help and assistance of LICENSEE, the LICENSOR reserves the right to enter any portion of the PREMISES and to eject any objection- able person or persons from said PREMISES or any portion of the Convention Center and upon the exercise of this authority through its Executive Director, agents or police, LICENSEE hereby waives any right and all claim for damages against LICENSOR.

LICENSOR reserves the right to take temporary possession and control or evacuate the PREMISES at any time inclusive of LICENSEE's activity in the PREMISES where it is deemed necessary for the safety of the general public; but nothing herein contained shall be construed as imposing any obligation on LICENSOR to so take temporary possession and control or evacuate the PREMISES. **LICENSOR is to provide LICENSEE a copy of Emergency Evacuation Plan.**

In the event that the PREMISES are licensed for a period of only one day and LICENSOR has the opportunity to license the PREMISES for a period of more than one day, then LICENSEE agrees to accept another date or to cancel this AGREEMENT, providing 60 days written notice is given to LICENSEE of such change of date.

11. ASSIGNMENT: LICENSEE shall not assign this AGREEMENT without the written consent of LICENSOR nor suffer any use of said PREMISES other than herein specified.

12. CANCELLATION BY LICENSEE: This AGREEMENT shall be contingent upon LICENSEE winning the bid to host the 2023 World Science Fiction Convention event. The vote for the event shall occur at the 2021 World Science Fiction Convention event in Washington, DC. Immediately following the conclusion of the 2021 event in Washington DC, LICENSEE will notify LICENSOR as to the final decision (no later than December 27, 2021). Should LICENSEE win the vote to host the 2023 event in MEMPHIS, TN then this AGREEMENT shall be in full

Licensee Initials _____

Date _____

force and effect. Should LICENSEE lose the vote to host the event in MEMPHIS, TN, then this AGREEMENT shall be null and void according to the below outlined cancellation policy.

If LICENSEE cancels any event covered by this AGREEMENT, LICENSEE agrees to pay LICENSOR the following amounts as liquidated damages and not as penalty, within 10 days of the invoice, and the parties agree that such amounts constitute reasonable provision for liquidated damages: A.) If LICENSEE cancels prior to December 27, 2021, no liquidated damages are due. B.) If LICENSEE cancels between December 27, 2021 and August 21, 2022, one-quarter of the base rent as shown on page one (1) of this AGREEMENT shall be payable to LICENSOR. C.) If LICENSEE cancels between August 20, 2022 and February 21, 2023, one-half of the base rent as shown on page one (1) of this AGREEMENT shall be payable to LICENSOR. D.) If LICENSEE cancels after February 21, 2023, the entire base rent as shown on page one (1) of the AGREEMENT shall be payable to LICENSOR.

13. FORCE MAJEURE: In the event the PREMISES or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this AGREEMENT by LICENSOR impossible, then and thereupon this AGREEMENT shall terminate and LICENSEE shall be reimbursed for the unused portion of fees, and charges for support personnel and services, and LICENSEE hereby waives any claim for damages or compensation should this AGREEMENT be so terminated.

14. FINANCIAL CONDITION: In the event that LICENSOR is unable to ascertain LICENSEE's financial condition, then LICENSOR may, at its option, require LICENSEE to give bond, at LICENSEE's expense, in the amount of \$25,000.00 with surety to be approved by LICENSOR, conditioned upon the full and faithful performance of all the terms and conditions of this AGREEMENT with special reference to paying in full in lawful money of the United States, all just and valid claims for rental and damage to or loss of LICENSOR's property. LICENSOR's decision in this matter shall be final.

15. MOTORIZED EQUIPMENT: That the LICENSEE shall not, without the written consent of LICENSOR, put up or operate any engine, motor or machinery in the PREMISES or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes or any other agent than gas or electricity for illuminating the PREMISES. Further, helium tanks must be tied down and properly secured in designated storage area. The LICENSEE shall not commit the use of inflatable display or props (i.e. balloons) without written permission from LICENSOR.

16. NON-DISCRIMINATION: LICENSEE agrees that there shall be no discrimination against any subcontractor or against any employee who is contracted or employed in the work covered by this AGREEMENT, or against any bidder or applicant for such work or employment because of race, color, religion, sex, national origin or age. This provision shall include, but not be limited to, the following: contracting, subcontracting, employment, upgrading, demotion or transfer; bidding or bid advertising, recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

17. GOVERNING LAW: This AGREEMENT shall be governed in all respects by the State of Tennessee and shall be binding upon the parties, their heirs, representatives, successors and assigns, and cannot be varied or waived by any oral representation or promises of any agent or other person of the parties hereto unless the same is in writing and mutually signed by the duly authorized agent or agents who executed this AGREEMENT or other properly designated individuals.

18. If any section, subsection, clause or provision of this AGREEMENT is held invalid, the remainder shall not be affected by such invalidity. Any matters not herein expressly provided for shall be in the discretion of

Licensee Initials _____

Date _____

LICENSOR.

Licensee Initials_____

Date_____

EQUIPMENT / SERVICES RENTAL SHEET

Labor (Holidays & Short notice (< 7 days) are billed at 1.5 x prevailing rate) FOR EVENTS AFTER 7/1/2016

Labor	Rate	Per
Tape Residue Removal (decorator must take all tape off floor)	\$ 500.00	Event
Glitter/Confetti Removal	\$ 500.00	Event
Clean-Up/ Move-In Labor	\$ 22.00	Hour
Clean-Up/ Move-Out Labor	\$ 22.00	Hour
Clean-Up/ Event Labor	\$ 22.00	Hour
Electrician - Event (4 hour min.)	\$ 55.00	Hour
EMT/First Aid mandatory with Attendance >600)	\$ 35.00	Hour
Forklift Operator	\$ 33.00	Hour
Room Resets - Scheduled		
Meeting Rooms	\$ 220.00	Reset
Exhibit Hall	TBD	Reset
Exhibit Hall - under 4 hours	TBD	Reset
Grand Ballroom	TBD	Reset
Room Resets - Unscheduled		
Meeting Rooms	\$ 330.00	Reset
Exhibit Hall : Under 4 hours	TBD	Reset
Exhibit Hall	TBD	Reset
Grand Ballroom	TBD	Reset
Security - 4 hour minimum		
Armed - Police / Sheriff's Deputy	\$ 50.00	Hour
Armed - Security Services	\$ 28.00	Hour
Overnight Security (Unarmed)	\$ 22.00	Hour
Concert/ Party (Unarmed)	\$ 22.00	Hour
House Security (Unarmed)	\$ 22.00	Hour
House Security Supervisors (Unarmed)	\$ 28.00	Hour
Box Office Ticket Seller (4 hour min.)	\$ 16.50	Hour
Box Office Manager (4 hour min.)	\$ 25.00	Hour
Ticket Taker/Usher (4 hour min.)	\$ 14.00	Hour
Ticket Taker/Usher Supervisor. (4 hour min.)	\$ 16.00	Hour
Coat Check (4 hour min.)	\$ 14.00	Hour
Guest Services (4 hour min.)	\$ 16.50	Hour
Guest Services Supervisor (4 hour min.)	\$ 25.00	Hour
Truck Elevator: Mon-Fri: 8:00am-4:00pm: \$190 / hr. (4 hr. min.imum)		
Nights (after 4.00pm & Weekends/Holidays): \$323/hr. (4 hr. min.imum)		

Equipment	Rate	Per
Bleachers (per 500 SEAT section)	\$ 1,200.00	Section
Bicycle Barricades (per 8' section)	\$ 30.00	Section
Cable Bridges (3') - industrial	\$ 30.00	Section
Chairs each >1,000	\$ 1.00	Chair
Dance Floor (per 3ft section)	\$ 6.00	Section
Forklift per day	\$ 350.00	Day
Forklift per hour	\$ 55.00	Hour
Turnstiles	\$ 25.00	Turnstile
Scissor Lift (per day)	\$ 275.00	Day
Pallet Jack (per day)	\$ 55.00	Day
Radios (Per Radio/Per Day)	\$ 45.00	Day
Rope & Stanchion per section	\$ 7.50	Section
Stage Section per 4x8 section	\$ 20.00	Section
Skirted & Topped Exhibit Table	\$ 33.00	Table
Tables - 8'x30"	\$ 10.00	Table
Tablecloths	\$ 15.00	Table
Tables - cocktail (exhibit)	\$ 10.00	Table
Tables - 66" rounds	\$ 10.00	Table

Electrical / Water	Rate	Per
20 amp/110 volts 2000 watts (advance rate)	\$ 110.00	Drop
20 amp/110 volts 2000 watts (floor rate)	\$ 150.00	Drop
20 amps/208 single phase (advance rate)	\$ 175.00	Drop
20 amps/208 single phase (floor rate)	\$ 220.00	Drop
30 amps/208 single phase (advance rate)	\$ 250.00	Drop
30 amps/208 single phase (floor rate)	\$ 310.00	Drop
20 amps/208 three phase (advance rate)	\$ 215.00	Drop
20 amps/208 three phase (floor rate)	\$ 270.00	Drop
30 amps/208 three phase (advance rate)	\$ 290.00	Drop
30 amps/208 three phase (floor rate)	\$ 360.00	Drop
25 ft. extension cord	\$ 25.00	Cord
Water Service for Exhibit (if possible)	\$ 165.00	Exhibit

Internet / Telecommunications	Rate	Per
Extension Line	\$ 200.00	Line
Phone DID Line	\$ 200.00	Line
ISDN Line Customer to order and arrange installation with provider		
additional for Long Distance Capacity	\$ 20.00	Line
additional for phone device	\$ 35.00	Line
Wireless Internet (Up to 10 users)	\$ 395.00	Service
Wireless Internet (11 - 50 users)	\$ 595.00	Service
Wireless Internet (51 - 150 users)	\$ 675.00	Service
Wireless Internet (151 - 500 users)	\$ 875.00	Service
Wireless Internet (501-1500 users)	\$1,075.00	Service
Wireless Internet (over 1500 users)	\$2,500.00	Service
Broadband Internet (Hardwired)	\$ 500.00	Service
AV: Meeting Room House Sound Patch Fee (4 Channel Mixer)*	\$ 75.00	Room
AV: Ballroom House Sound Patch Fee (4 Channel Mixer)*	\$ 125.00	Section
AV: Exhibit Hall House Sound Patch Fee (4 Channel Mixer)*	\$ 250.00	Section
*waived when using preferred AV co.		

Other	Rate	Per
Balloon Removal (each)	\$ 25.00	Each
Copies	\$ 0.25	Copy
Tennant Users Insurance	Call	Day
Grease Removal	\$ 500.00	Removal
Parking/exhibitor lot (includes 8 hrs. security)	\$ 950.00	Day
Room Rekey (per door)	\$ 75.00	Door
Keys > 3 (each key)	\$ 10.00	Key
Key Misplace/ lost	\$ 200.00	Key
Trash Pulls	\$ 500.00	Pull
Box office - for ticket sales (per day)	\$ 150.00	Day

INFORMATION FOR YOUR INSURANCE PROVIDER

Please note the insurance requirement on the second page, paragraph two (2) of the **License Agreement Covenants and Conditions** concerning the Certificate of Insurance. The following coverages and information must be listed on the Certificate of Insurance for your event:

- **The insured's name and address must appear exactly as listed in the contract**
- **Certificate Holder:**
Renasant Convention Center
255 N. Main Street
Memphis, TN 38103-1623
- **Additionally insureds:**
Renasant Convention Center
Cannon Center for the Performing Arts
City of Memphis
Memphis Convention Center Commission
Memphis Convention & Visitors Bureau
Memphis Management Group, LLC
Sheraton Memphis Downtown (food and beverage provider for the RCC)
- **The insurers affording coverage must have an "A+" rating**
- **See the following for coverage amounts and guidelines**

RENASANT CONVENTION CENTER LEASE AGREEMENT COVENANTS AND CONDITIONS, paragraph two, (2)

2. That LICENSEE, commencing on the date of occupancy as herein provided for, and thereafter continually during the period of occupancy, shall maintain such insurance as will protect it from claims under Workmen's Compensation Acts and other Employee Benefit Acts; from claims for damages because of personal injury, including death, to its employees and all others; and from claims for damages to property, any and all of which may arise out of or result from the LICENSEE's operations under this lease or occupancy of the demised Premises, whether such operations or occupancy are by LICENSEE or by any subcontractor or anyone directly or indirectly employed by either of them. This insurance shall be written for not less than the following limits of liability:

Comprehensive general liability insurance, on an occurrence form, in the amount of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, death, property damage, and personal injury. The policy must include coverage for premises operations, blanket contractual liability (to cover indemnification section), products completed operations and independent contractors. If the user's activities involve the sale of alcohol, then liquor liability in the same amount is also required.

Automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence to provide coverage for any owned and non-owned vehicles used by the LESSEE on the Facility premises, including loading and unloading hazards. Such policies shall be endorsed to provide that said insurance shall not be canceled or materially changed during the term of the lease and such insurance as is required by this Agreement shall be endorsed to be primary of and not contributory to any valid and collectable insurance of LICENSOR, and such policy shall name additionally insured: **RENASANT CONVENTION CENTER, CANNON CENTER FOR THE PERFORMING ARTS, CITY OF MEMPHIS, MEMPHIS CONVENTION CENTER COMMISSION, MEMPHIS CONVENTION & VISITORS BUREAU, MEMPHIS MANAGEMENT GROUP LLC, and the SHERATON MEMPHIS DOWNTOWN.**

The LICENSEE shall defend, indemnify and hold harmless the LICENSOR and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the operations of the LICENSEE and the LICENSEE's occupation of the Demised Premises, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and (2) is caused or is claimed to have been caused, in whole or in part, by any act or omission of the LICENSEE, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, or (3) is caused or is claimed to have been caused, in whole or in part, by any product sold by the LICENSEE, its agents, employees or subcontractors regardless of whether or not such claim, damage, loss or expense is caused or is claimed to have been caused, in part by a party indemnified hereunder.

In any and all claims against the LICENSOR or any of its agents or employees by any employee of the LICENSEE, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the LESSEE or any subcontractor under Workmen's Compensation Acts, Disability Benefit Acts, or other Employee Benefit Acts. The LICENSOR and the LICENSEE hereby waive all rights against each other for any loss caused by fire, extended coverage perils and vandalism covered by insurance.

****A Certificate of Insurance will be ordered if your certificate of insurance is not received within two (2) weeks prior to your move-in date and invoiced to you at the current market rate per event, as stated in the lease agreement.***

Licensee Initials _____ Contract Number _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Agent/Broker Name Address Phone Number	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Your Company Name and address As it appears on your License Agreement	INSURER A: Name of Insurance Company	Insurance Underwriter
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			Policy # as issued by your insurance provider	Start Date	End Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							Amount of Coverage

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured: Renasant Convention Center, Cannon Center for the Performing Arts, City of Memphis, Memphis Convention Center Commission, Memphis Management Group, LLC (MMG), Memphis Convention and Visitors Bureau, Sheraton Memphis Downtown

CERTIFICATE HOLDER**CANCELLATION**

Renasant Convention Center / Cannon Center for the Performing Arts 255 N. Main Street Memphis, TN 38103 ALWAYS: Renasant Convention Center	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Signature of authorized agent
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ACORD 25 (2010/05)

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